

RECORDATION NO. 20646 H, I, J FILED

OCT 17 '97

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OF COUNSEL
URBAN A. LESTER

October 17, 1997

Mr. Vernon A. Williams
Secretary
Surface Transportation Board
Washington, D.C. 20423

Dear Mr. Williams:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a), are two (2) copies of the following secondary documents: Lease Schedule No. 004, dated September 1, 1997, an Asset Purchase, Assignment and Assumption Agreement, dated as of August 28, 1997 and a Full Service Lease Agreement, dated September 15, 1997.

The enclosed documents relate to the Master Lease Agreement No. 114, schedules to which have been previously filed with the Board under Recordation Number 20646.

The names and addresses of the parties to the enclosed documents are:

Lease Schedule No. 004

Lessor: The Vaughn Group, Ltd.
8240 Beckett Park Drive, Suite D
Hamilton, Ohio 45001

Lessee: The Andersons, Inc.
480 West Dussell Drive
Maumee, Ohio 43537

Counters - Jwb.

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Vernon A. Williams
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Asset Purchase, Assignment and Assumption Agreement

Assignor: The Vaughn Group, Ltd.
8240 Beckett Park Drive, Suite D
Hamilton, Ohio 45001

Assignee: Star Bank, National Association
425 Walnut Street
Cincinnati, Ohio 45202

Full Service Lease Agreement

Lessor: The Andersons, Inc.
480 West Dussell Drive
Maumee, Ohio 43537

Lessee: Southern Illinois Railcar Company
505 Buckeye Drive
Troy, Illinois 62294

A description of the railroad equipment covered by the enclosed documents is:

ninety-two (92) gondola railcars bearing AEX reporting marks and road numbers set forth on Schedule I attached hereto

Also enclosed is a check in the amount of \$72.00 payable to the order of the Surface Transportation Board covering the required recordation fee.

Kindly return stamped copies of the enclosed documents to the undersigned.

Very truly yours,



Robert W. Alvord

RWA/bg
Enclosures

**CERTIFIED
COPY**

THE ANDERSONS, INC.

FULL SERVICE LEASE AGREEMENT
Lease Number #199701-SOUFS

Southern Illinois Rail Car Co.

This Full Service Lease Agreement (Lease), made effective this 15th day of September, 1997, by and between The Andersons, Inc., an Ohio corporation, with its principal office at 480 West Dussel Drive, Maumee, Ohio 43537, (hereinafter "Lessor"), and Southern Illinois Railcar Company, an Illinois corporation, with its principal office at Executive Park Two, 505 Buckeye Drive, Troy, Illinois 62294 (hereinafter "Lessee").

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WITNESSETH

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ITEM 2.

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Lease Agreement -*

ITEM 3.

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Lessee

hereunder,

and the rights of Lessor in and to all such payments, shall be absolute and unconditional and shall not be subject to any abatement of rent or reduction thereof, including, but not limited to, abatements or reductions due to any present or future claims of Lessee against Lessor, the manufacturer of the Cars, or any party under common ownership or affiliated with Lessor, by reason of any defect in the Cars, the condition, design, operation or fitness for use thereof, or by reason of any failure of Lessor to perform any of its obligations hereunder, or by reason of any other cause. It is the intention of the parties hereto that the rent payable by Lessee hereunder shall continue to be payable in all events and in the manner and at the times herein provided unless the obligation to pay shall be suspended or terminated pursuant to the provisions of this Lease.

ITEM 4.

TERM.

The rental for each Car shall be that specified in Rider with respect to such Car and shall commence on the date of arrival of the Car in the delivering railroad yard of Lessee's designated point of receipt, or in the case of a Car which is to be lined, coated or otherwise modified at Lessee's request, the facility where such work is to be done ("Placement Date"). The expiration of this Lease with respect to a Lessee is defined to be the date of termination of the final Rider applicable to such Lessee. Notwithstanding the expiration or termination of this Lease, the obligations of Lessee hereunder shall continue in effect with regard to each Car until returned to possession of Lessor under the terms and conditions of ITEM 8.

ITEM 5.

DELIVERY.

Each of the Cars shall be delivered to Lessee at the delivery point designated by Lessee. The obligation of Lessor to furnish Cars shall be subject to all causes reasonably beyond the control of Lessor, including, but not limited to delays caused by fire, labor difficulties, delays of carriers and materialmen or governmental authority. Lessor shall not be liable for any damages by reason of any such delay and such delay in delivery shall not affect the validity of this Lease.